

# STATE OF MARYLAND

Request for Proposals

## Salary & Benefits Comparative Survey

Solicitation No. 050B7800019



**DEPARTMENT OF BUDGET & MANAGEMENT**

Issue Date: October 20, 2006

### NOTICE

Prospective Offerors who have received this document from the Department of Budget and Management's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

**Minority Business Enterprises are encouraged to respond to this solicitation**

## VENDOR COMMENTS

In order to help us improve the quality of State proposal solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please fax this completed form to the attention of Myloshia Robinson at (410)-974-3274. Thank you for your assistance.

Solicitation No: 050B7800019

Entitled: Salary & Benefits Comparative Survey

I. If you have responded with a "no bid", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not in our business line.
- ☐ We lack experience in the work/commodities required.
- ☐ The scope of work is beyond our present capacity.
- ☐ We cannot be competitive. (Please explain below.)
- ☐ The specifications are either unclear or too restrictive (Please explain below.)
- ☐ Bid/proposal requirements, other than the specifications, are unreasonable or too risky. (Please explain below.)
- ☐ Time for completion is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are prohibitive. (Please explain below.)
- ☐ Doing business with government is simply too complicated.
- ☐ Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. (Please explain below.)
- ☐ Other: \_\_\_\_\_

II. Please explain your response further, offer suggestions, or express concerns. (Use back for additional information.)

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTIONAL:

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Address or email: \_\_\_\_\_

THANK YOU!!!

## **KEY INFORMATION SUMMARY SHEET**

### **STATE OF MARYLAND Department of Budget and Management Request for Proposals**

#### **Salary and Benefits Comparative Survey**

**SOLICITATION NO: 050B7800019**

**RFP Issue Date:** October 20, 2006

**RFP Issuing Office:** Department of Budget and Management

**Procurement Officer:** Ms. Myloshia Robinson  
Procurement Officer  
Office Phone: (410) 260-7338  
Fax: (410) 974-3274  
E-mail: [mrobinso@dbm.state.md.us](mailto:mrobinso@dbm.state.md.us)

**Proposals are to be sent to:** Department of Budget and Management  
45 Calvert Street, Room 139  
Annapolis, MD 21401  
Attention: Ms. Myloshia Robinson

**Pre-Proposal Conference:** November 6, 2006, 10:00AM (Local Time)  
Department of Budget and Management  
201 W. Preston, Lobby Level, Room L-3  
Baltimore, MD 21201  
For directions, see Attachment E

**Closing Date and Time:** **November 28, 2006 at 2:00 PM (Local Time)**

Prospective bidders who have received this document from the Department of Budget and Management's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them. Contact the Procurement Officer to obtain an electronic file of the RFP in Microsoft software.

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## SECTION 1 - GENERAL INFORMATION

### 1.1 Summary Statement

The Department of Budget and Management is seeking a contractor to conduct a compensation survey. The survey shall include a survey of 200 to 230 benchmark jobs that includes salary and benefits offered to employees including leave (annual, sick, personal and holidays), retirement, health and transit benefits. The Contractor shall be available until at least April 30, 2008 to attend and testify at legislative hearings as requested by the Department.

### 1.2 Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- (a) **FULLY LOADED RATE** means the billing rate that includes all profit, direct and indirect costs. The indirect costs shall include all costs that would normally be considered general administrative and clerical costs and/or routine travel costs, or that are in any way allocated by the Contractor against direct labor hours as a means of calculating profit or recouping costs which cannot be directly attributable to a work order. General administrative and clerical costs cannot be billed to the State under this Contract.
- (b) **LOCAL TIME** means local time in Maryland.
- (c) **MBE** means a Minority Business Enterprise that is certified as such by the Maryland Department of Transportation.
- (d) **OFFEROR** means a vendor who responds to the RFP by submitting a proposal to provide the requested services.
- (e) **RFP** means this Request for Proposals for Salary and Benefits Comparative Survey.
- (f) **STATE** means the State of Maryland.
- (g) **SUBCONTRACTOR** means an organization or entity that the Offeror plans to utilize for the purposes of services covered under this contract.

### 1.3 Contract Type

The contract that results from this RFP shall be a Time and Materials Contract with fixed unit prices pursuant to COMAR 21.06.03.05.

#### **1.4 Contract Duration**

The contract resulting from this RFP shall be for a period of about one year and one month beginning on or about April 1, 2007 and ending on April 30, 2008.

#### **1.5 Procurement Officer and Contract Manager**

The sole point of contact at the State for purposes of this RFP, prior to the award of any contract, is the Procurement Officer at the address listed below:

Myloshia Robinson  
Procurement Officer  
Department of Budget and Management  
45 Calvert Street, Room 139  
Annapolis, Maryland 21401  
Telephone #: 410-260-7338  
Fax #: 410-974-3274  
E-mail: mrobinso@dbm.state.md.us

The individual responsible for day-to-day administration and management of the Contract issued pursuant to this RFP shall be the Contract Manager identified below:

Arthur D. Merkle  
Director, Division of Salary Administration and Position Classification  
301 West Preston Street, Room 603  
Baltimore, Maryland 21201  
Telephone#: 410-767-1371  
Fax #: 410-383-2748  
E-mail: amerkle@dbm.state.md.us

The Department may change the Procurement Officer and/or the Contract Manager at any time during the pendency of the Contract by notice to the Contractor.

#### **1.6 Pre-Proposal Conference**

A Pre-Proposal Conference will be held on November 6, 2006 at 10:00 AM at 201 West Preston Street, Baltimore, MD, Lobby Level, Room L-3. Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror's understanding and ability to meet the State's Minority Business Enterprise (MBE) goals.

As promptly as is feasible subsequent to the Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.

If there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. DBM will make reasonable efforts to provide such special accommodation.

## **1.7 Use of and Fee for e-Maryland Marketplace**

eMarylandMarketplace is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DBM web site (<http://www.dbm.maryland.gov>) and other means for transmitting the RFP and associated materials, the solicitation and minutes of the pre-bid/proposal conference, Offeror questions and DBM responses, addenda, and other solicitation related information will be provided via eMarylandMarketplace.

Because of the instant access afforded by eMarylandMarketplace, the Department recommends that all Offerors interested in doing business with Maryland State agencies subscribe to eMarylandMarketplace.

COMAR 21.02.03.06 requires that the successful Bidder/Offeror under this solicitation pay a fee to support the operation of e-Maryland Marketplace. The applicable fee is based on total contract value (including base contract plus all options). A total contract value that is other than an even dollar amount will be rounded to the nearest dollar to determine the appropriate fee level. For example, a total contract value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total contract value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply. A copy of COMAR 21.02.03.06 can be found on the website at [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com).

The fee amount must be included within the rate or price of the proposal/bid and may not be quoted as a separate add-on price.

In order to receive a contract award, an Offeror must be registered on e-Maryland Marketplace. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. These guidelines can be found on the website at [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com).

## **1.8 Questions**

The Procurement Officer prior to the pre-proposal conference will accept written questions from prospective Offerors. If possible and appropriate, such questions will be answered at the pre-proposal conference. (No substantive question will be answered prior to the pre-proposal conference.) Questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. If possible and appropriate, these questions will be answered at the Pre-Proposal Conference.

Questions will also be accepted subsequent to the Pre-Proposal Conference. All post-conference questions should be submitted in a timely manner to the Procurement Officer only. The



Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all Offerors who are known to have received a copy of the RFP.

### **1.9 Proposals Due (Closing) Date**

An unbound original and five (4) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.5 no later than 2:00 PM (local time) on November 28, 2006 in order to be considered. One (1) electronic version on CD of the Technical Proposal (in MS WORD) must be enclosed with the original Technical Proposal. An electronic version on CD of the Financial Proposal in MS Word or Excel format must be enclosed with the original Financial Proposal. Offerors must ensure that the CDs are labeled with the RFP title, RFP number and Offeror name, and are packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02F, proposals received by the Procurement Officer after November 28, 2006 at 2:00 PM (local time) will not be considered. Proposals may not be submitted by e-mail or facsimile.

### **1.10 Duration of Offer**

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

### **1.11 Revisions to the RFP**

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be posted on the DBM website and eMarylandMarketplace.com, and provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

### **1.12 Cancellations; Discussions**

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

### **1.13 Oral Presentation**

Offerors may be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All written representations will become part of the Offeror's proposal and are binding if the contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations. Typically, oral presentations occur approximately two weeks after the proposal due date.

### **1.14 Incurred Expenses**

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

### **1.15 Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposal to meet the requirements of this RFP.

### **1.16 Protests/Disputes**

Any protest or dispute related respectively to this solicitation or the resulting contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

### **1.17 Multiple or Alternative Proposals**

Neither multiple nor alternate proposals will be accepted.

### **1.18 Access to Public Records Act Notice**

An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State

under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. (See Section 4.4.2.1)

Information, which is claimed to be confidential, is to be placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in its Financial Proposal. Offerors are advised that, upon request for this information from a third party, the State will make an independent determination whether the information must be disclosed (see COMAR 21.05.08.01).

### **1.19 Offeror Responsibilities**

The selected Offeror/Contractor shall be responsible for all products and services required by this RFP. Subcontractors must be identified, and a complete description of their roles relative to the proposals must be included in the Proposal. The selected Offeror retains the responsibility for all work performed by and any deliverable submitted by a subcontractor. Additional information regarding MBE subcontractors is provided in paragraph 1.23 below, and ATTACHMENT D.

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror such as, but not limited to, proposed services, description of the Offeror's ability to perform the scope of work, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

### **1.20 Mandatory Contractual Terms**

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as ATTACHMENT A. Any exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the technical proposal. A proposal that takes exception to these terms may be rejected.

### **1.21 Proposal Affidavit**

A completed Bid/Proposal Affidavit must accompany a proposal submitted by an Offeror. A copy of this Affidavit is included as ATTACHMENT B of this RFP.

### **1.22 Contract Affidavit**

All Offerors are advised that if a contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as ATTACHMENT C of this RFP. This Affidavit must be completed and submitted within five business days of notification of proposed contract award.

### **1.23 Minority Business Enterprises**

A Minority Business Enterprise (MBE) subcontractor participation goal of 20% of the fees to the Contractor has been established for this procurement. The Contractor shall structure its award(s) of subcontracts under the contract in a good faith effort to achieve the goal in such subcontract awards by businesses certified by the State of Maryland as minority owned and controlled. MBE requirements are specified in ATTACHMENT D of this RFP. Subcontractors used to meet the MBE goal of this RFP must be identified in the Offeror's proposal.

Questions or concerns regarding the MBE requirements of this solicitation must be raised before the opening of bids or receipt of initial proposals.

ATTACHMENTS D-1 and D-2 must be completed and submitted with each Offerors proposal. Failure to submit these completed attachments will eliminate an Offeror from further consideration.

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P.O. Box 8755, B.W.I. Airport, Maryland 21240-0755. The phone number is 410-865-1269. The directory is also available at <http://www.mdot.state.md.us>. Select the MBE Program label. The most current and up-to-date information on MBEs is available via the web site.

### **1.24 Arrearages**

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

### **1.25 Procurement Method**

This contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03.

### **1.26 Verification of Registration and Tax Payment**

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award.

### **1.27 False Statements**

Offerors are advised that section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- (a) In connection with a procurement contract a person may not willfully:
  - (1) falsify, conceal, or suppress a material fact by any scheme or device;
  - (2) make a false or fraudulent statement or representation of a material fact; or
  - (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

### **1.28 Electronic Funds Transfers**

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Forms are available from the Comptroller's Offices or website. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

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## SECTION 2 – SCOPE OF WORK

### 2.1 Background

#### 2.1.1 State Personnel Management System

The State Personnel Management System (SPMS) is the primary personnel system for the Executive Branch of Maryland State Government. The SPMS covers over 45,000 employees working in 17 principal departments and over 25 independent agencies. Certain categories of employees are covered by the Collective Bargaining Law under Title 3 of the State Personnel and Pensions Article. All economic terms of any resulting memorandum of understanding are subject to approval through the State's budget process.

State employees in the SPMS are covered by three separate pay plans: the Standard Pay Plan, the Executive Pay Plan and the Institutional Educator Pay Plan. The Standard Pay Plan consists of seven schedules – the Standard Salary Schedule, the Physician Salary Schedule and five separate police schedules. Additionally the Standard Pay Plan uses fixed rates of pay as well as hourly and daily rates.

The Standard Salary Schedule covers approximately 52,000 positions in approximately 2,400 job titles ranging from entry-level labor to senior management jobs. The current schedule consists of twenty-two pay grades, with each grade consisting of a Base step and twenty additional defined steps (See Attachment G). Employees are eligible to receive one increment step per fiscal year provided that funding has been made available for that purpose and the employee's performance meets standards or above under the Performance Planning and Evaluation Program. The remaining SPMS Standard Pay Plan schedules are as follows:

- Physician (260 positions, 10 job titles)
- Maryland State Police (1600 positions, 13 job titles)
- Natural Resources Police (280 positions, 11 job titles)
- Park Rangers (45 positions, 7 job titles)
- Police (170 positions, 8 job titles)
- Deputy State Fire Marshals (50 positions, 5 job titles)

The Executive Pay Plan covers approximately 200 employees (in 200 job titles) serving as cabinet level Secretaries, Deputy Secretaries or Assistant Secretaries (or their equivalent rank in independent agencies). The Institutional Educator Pay Plan covers approximately 300 teachers and education administrators (in 16 job titles) working in educational programs in the State's adult correctional system and juvenile services system

In addition to the SPMS Standard Pay Plan schedules, the Maryland Department of Transportation maintains two separate pay schedules: firefighters at Thurgood Marshall Baltimore Washington International Airport (90 positions, 16 job titles) and Maryland Transportation Authority Police (490 positions, 10 job titles).

Attachment G includes copies of each of these schedules.

## **2.2 Tasks**

### **2.2.1 General**

The compensation survey shall include selected job titles in the Standard Salary Plan (and its various schedules), the Executive Pay Plan, the Institutional Educator Pay Plan and the police and fire schedules administered by the Maryland Department of Transportation. Except for the police and fire schedules, the MDOT salary schedule is not included.

No later than 6 months after issuance of a Notice to Proceed by the State, the Contractor shall submit a draft report of a compensation survey of 200 to 230 benchmark jobs in relevant public sector labor markets described below. The draft report shall identify for each title a relevant salary range (including minimum and maximum salaries), a hiring range, relevant labor market(s), sources of salary data, any data problems identified during the survey, any recommended solutions to those data problems, and an analysis of the relative competitiveness of the State plans and schedules to the surveyed market. The survey shall include an analysis of the compensation package for the State and the surveyed jurisdictions including paid leave programs, health benefit plans (including medical, prescription and vision plan options), pension benefits, deferred compensation programs and other benefits such as life insurance and long term care insurance offered by the surveyed jurisdictions.

The surveyed market shall include the federal government in the mid-Atlantic region, Anne Arundel County, Baltimore City, Baltimore County, Carroll County, Harford County, Howard County, Montgomery County, Prince George's County and Queen Anne's County, the District of Columbia and the following States: Delaware, New Jersey, North Carolina, Ohio, Pennsylvania, Virginia and West Virginia.

No later than 20 business days after receipt of the State's comments on the draft report the Contractor shall submit a final report that reflects necessary changes required as the result of reviews and discussions of the draft report by the Department and the Contractor.

Prior to conducting the survey, the Contractor in consultation with DBM will develop a list of benchmark jobs. The benchmark jobs shall include: (1) jobs found in each pay grade, (2) jobs in each collective bargaining unit and (3) jobs at each level of work: entry, full performance, first supervisor and managerial levels. The job classification selection criteria shall also include but not be limited to classifications with the highest number of vacancies and turnover and those representing the highest employee populations. Classification specifications for most benchmark jobs are available from the DBM website at [www.dbm.maryland.gov](http://www.dbm.maryland.gov). The final list of benchmark jobs will be subject to approval by the State.

The completion of this task by the Contractor will not require the Contractor to engage in any job evaluation activities. The Contractor should assume that the job evaluation practices currently in use by the State provide an adequate means of assessing internal equity.

Until April 30, 2008, the Contractor shall be available to attend and testify at legislative hearings at the request of the Department. The Department will provide 5 business days notice of any required appearances by the Contractor. These appearances are in addition to routine visitation and meetings required in conducting this survey.

### **2.2.2 Project Management**

- A. The Contractor will be responsible for managing the project to meet specified deadlines, for assuring the technical quality of all work and products, and for providing the technical expertise, staff and material resources necessary to meet project requirements.
- B. The Contractor shall designate a single point of contact for the State as the Contractor's Project Manager for the Contract.
- C. The Contractor shall meet with the State's Contract Manager at least every two weeks and shall provide briefings to senior DBM management on the status of the project as requested.

## **2.3 Contractor Qualifications**

The Contractor shall have recent experience in analyzing compensation packages (including salary and benefits) for other employers whose workforce exceeds 30,000 employees; have demonstrated staff expertise in analyzing compensation packages and be financially capable of administering this project. Contractor personnel assigned to this project shall have experience and qualifications commensurate with accomplishing the tasks in the RFP.

## **2.4 Contractor Work Plan and Task Completion Times**

The Contractor shall deliver a final Work Plan within 15 business days after receipt of the Notice to Proceed. The final Work Plan shall be subject to State Contract Manager approval. Variations from the final Work Plan require the written consent of the State's Contract Manager.

## **2.5 Standards and Acceptance Criteria for Deliverables**

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of the RFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- Be submitted on or before the due date;
- Provide an executive summary that precisely describes findings in addition to more detailed full analysis in the body of the report;
- Be presented in a format appropriate for the subject matter and depth of discussion;
- Be organized in a manner that presents a logical flow of the deliverable's content;



- Represent factual information reasonably expected to have been known at the time of submittal;
- Present information that is relevant to the portion of the deliverable in the submittal;
- Meet the content requirements of the RFP as determined by the Contract Manager; and
- Be reviewed and accepted by the Contract Manager.

## **2.6 Invoicing**

### **2.6.1 Invoice Format**

- A. All invoices must include the following information: Contractor name, remittance address, federal taxpayer identification, invoice date, invoice number, amount due, hours billed by employee, including a summary of work performed by employee by date.
- B. The invoice shall include a recap section detailing cumulative billings to date by employee.
- C. A pre-authorized representative of the Contractor must sign each invoice. Invoices submitted without the required information will not be processed for payment until the Contractor provides it.

### **2.6.2 Timing of Invoices**

The Contractor shall submit monthly invoices.

## **2.7 Staffing Requirements, Personnel Availability and Substitution Policy**

### **2.7.1 Staffing**

The Contractor shall adequately staff this Contract such that the State's survey needs are met.

### **2.7.2 Availability of Designated Personnel**

Offerors shall ensure the designated personnel identified in its proposal will be available to perform Contract requirements. Contractor designated personnel shall not be reassigned to another task without the written concurrence of the State's Contract Manager for 180 calendar days from the Contract award date. If any designated personnel leave the employment of the Contractor, or are approved for reassignment by the State's CM, the replacement must have equal or better qualifications than the incumbent and be approved by the State's CM.

### **2.7.3 Substitution of Designated Personnel**

During the first 180 calendar days of the Contract performance period, no substitutions of designated personnel will be permitted unless such substitutions are necessitated by extraordinary circumstances such as sudden illness, death, or as otherwise approved by the CM. In any of these events, the Contractor shall promptly notify the CM and provide the information required below. After the initial 180 calendar day period, all proposed substitutions of designated

personnel must be submitted in writing, at least 15 business days in advance of the proposed substitution, to the CM, with the information required in below. The CM must agree to the substitution in writing before such substitution shall become effective.

All proposed substitutes of designated personnel shall have qualifications at least equal to that of the person initially proposed by the Offeror and evaluated and accepted by the CM. The Contract shall bear the burden of illustrating this comparison. The resumes of the initially assigned designated personnel shall become the minimum requirement for qualifications for the duration of the total Contract term. If one or more of the designated personnel are unavailable for work under this Contract for a continuous period exceeding 15 business days during the performance of an audit, the Contractor shall immediately notify the CM and propose to a replacement with designated personnel of equal or better qualifications within 15 business days of notification. All substitutions shall be made in accordance with this provision.

All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, a resume of the proposed substitute (See below), and any other information requested by the CM to make a determination as to the appropriateness of the proposed substitution. All proposed substitutes must have educational qualifications and work experience equal to or better than the resume initially proposed for other personnel; the burden of illustrating this comparison shall be the Contractor's.

Resumes shall be signed by all substituting individuals and their formal supervisor, and the official resume of the previous employee shall be provided for comparison purposes.

The State shall, at any time, have the right to require the Contractor to replace any of its designated personnel assigned to this Contract if any such Contractor personnel are uncooperative, inefficient, unprofessional in their appearance or actions, or otherwise demonstrate an inability to perform the requirements specified in the RFP.

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## SECTION 3 - PROPOSAL SUBMISSION FORMAT

### 3.1 Two Part Submission

Offerors must submit proposals in two separate volumes:

- “Volume I – (TECHNICAL PROPOSAL)”
- “Volume II – (FINANCIAL PROPOSAL)”

### 3.2 Proposals

Volume I-Technical Proposal must be sealed separately from Volume II-Financial Proposal but submitted simultaneously to the Procurement Officer (address listed on Key Information Summary and in Section 1.6). This is the only address to which proposals may be submitted. An unbound original, so identified, and four (4) bound copies of each volume are to be submitted. Hard copies must be a complete proposal containing all information contained on the CDs unless otherwise directed in Section 4.

Offerors must attach to the original Technical Proposal one (1) separate CDs containing an electronic version of Volume I-Technical Proposal (in MS Excel format and Word, as appropriate). Offerors must also attach to the original Financial Proposal one (1) separate CDs containing an electronic version of the Volume II- Financial Proposal (in MS Excel format).

Please note that the Offeror must provide separate CDs for the Technical Proposal and the Financial Proposal, resulting in two (2) CDs attached to the proposal. The CDs containing the electronic responses should be placed in separate envelopes labeled “Offeror Response CDs – Volume “X” (“X” is Volume I or Volume II, as appropriate).

### 3.3 Submission

Each Offeror is required to submit a separate sealed package for each Volume, to be labeled “Volume I-Technical Proposal” and “Volume II-Financial Proposal” respectively. Each sealed package must bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package. Please label the electronic media with Volume I-Technical Proposal and Volume II-Financial Proposal, as appropriate.

All pages of both proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page “x”).

## **3.4 Volume I – Technical Proposal**

### **3.4.1 Transmittal Letter**

A transmittal letter must accompany the Technical Proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda/amendments. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP.

### **3.4.2 Format of Technical Proposal; Required Submissions**

Inside a sealed package described in Section 3.3, above, an unbound original, to be so labeled, four (4) copies and the electronic version shall be provided. Section 2 of this RFP provides requirements and Section 3 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror's Technical Proposals should be organized and numbered in the same order as this RFP. This proposal organization will allow State officials and the Evaluation Committee to "map" Offeror responses directly to RFP requirements by paragraph number.

The Technical Proposal shall include the following sections in this order:

#### **3.4.2.1 Title and Table of Contents**

The technical proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the technical proposal should follow the title page. Information, which is claimed to be confidential, is to be identified after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall be included.

#### **3.4.2.2 Executive Summary**

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary" including how the Offeror meets the minimum qualifications outlined in Section 2.

The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the contract (ATTACHMENT A), or any other attachments. Exceptions to terms and conditions of the RFP, the contract, or any other attachment may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If there are no exceptions, the Executive Summary should so state.

#### **3.4.2.3 Offeror Technical Response to RFP Requirements**

In a concise manner, the Offeror shall address each requirement in Sections 2.2, 2.3, 2.4 and 2.7 ("Scope of Work") of this RFP and describe how the Offeror's proposed services will meet those

requirements. The Offeror should use the sub-headings provided by this RFP to organize the response. See RFP Section 3.4.2, above.

If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. However, the Offeror should not merely rely on a stated agreement to perform the requested work; rather the Offeror should outline how the Offeror can fulfill the requested tasks in a manner that best meets the State's needs. An Offeror's response to work requirements in the RFP shall illustrate a comprehensive understanding of the work requirements, include an explanation of the methodology and how the work will be done, and provide a basic schedule to meet deadlines.

#### **3.4.2.4 Work Plan and Estimated Hours**

- A. Provide a draft Work Plan in table form reflecting a description of tasks necessary to complete the actions described in Section 2.2, Scope of Work, task start times, task end times and the estimated numbers of hours required to complete each task.
- B. The draft work plan shall identify risks that would impede on time delivery.

#### **3.4.2.5 Corporate Experience, Capability and Past Performance**

- A. Provide a description of your company to include its history, organizational structure and ownership.
- B. Describe the firm's recent experience in performing services similar in size and scope to the requirements of this RFP.
- C. Provide an organization chart and resumes for the proposed project team and your approach to managing this project.
- D. As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which has been completed within the last five years. For each identified contract the Offeror is to provide in its Technical Proposal:
  - The State contracting entity
  - A brief description of the services/goods provided
  - The dollar value of the contract
  - The term of the contract
  - The State employee contact person (name, title, telephone number and if possible e-mail address)
  - Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

The Procurement Officer or a designee will contact some or all of the identified State agencies, to ascertain the Offeror's level of performance of State contracts.

Information obtained regarding the Offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

- D. As part of its offer, each Offeror is to provide a list of three (3) recent references with names and phone numbers of contact persons for engagements covering projects similar in scope to this RFP.

#### **3.4.2.6 Personnel Qualifications**

The Offeror shall identify its proposed personnel team, which will accomplish RFP survey tasks and include resumes for the designated personnel. The Offeror shall provide a short summary of the professional experience, achievements and capabilities of those designated personnel proposed to perform the requirements of the Contract. The resumes shall also include a description of whether the proposed staff worked on the accounts submitted as references by the Contractor.

#### **3.4.2.7 Economic Benefit Factors**

- A. The Offeror shall describe the benefits that will accrue to the State of Maryland economy as a direct or indirect result of the Offeror's performance of the contract resulting from this RFP. The Offeror will take into consideration the following elements. (Do not include any detail of the financial proposal with this technical information):
  - 1. The estimated percentage of contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
  - 2. The estimated number and types of jobs for Maryland residents resulting from this contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the contract has committed at both prime and, if applicable, subcontract levels.
  - 3. Tax revenues to be generated for Maryland and its political subdivisions as a result of this contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
  - 4. The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.
- B. In addition to the factors listed above, the Offeror should explain any other economic benefit to the State of Maryland that would result from the Offeror's proposal.

### **3.4.2.8 Financial Capability and Statements**

The Offeror shall provide evidence that the Offeror has the financial capacity to provide the services by providing copies of the last two (2) year end abbreviated Profit and Loss (P&L) and Balance Sheets (independently audited preferred). The financial statements must be for the entity proposing to provide services under this RFP and not for any prospective owners or parent companies not involved in the provision of services.

The Offeror shall provide a list of applicable insurance the Offeror carries for liability purposes.

### **3.4.2.9 Subcontractors**

Offerors shall identify both MBE and non-MBE subcontractors and the role these subcontractors will have in the performance of the Contract.

### **3.4.2.10 Summary of Required Technical Submissions**

- Transmittal Letter (Sec 3.4.1)
- Technical Proposal, Volume I (Sec 3.4.2.1 through 3.4.2.9)
- Bid/Proposal Affidavit (Attachment B)
- MBE Forms (Attachment D-1 and D-2)

<b>3.5 Volume II - Financial Proposal</b>
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Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an original unbound copy, four (4) bound copies, and one (1) electronic copy (in a CD-ROM) in a separate envelope labeled as described in Section 3.2, of the Financial Proposal. The Financial Proposal must contain all cost information in the format specified in ATTACHMENT F. Offerors must follow the instructions of Attachment F in preparing their financial proposals.

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## SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

### **4.1 Evaluation Criteria**

A committee organized for that purpose will perform evaluation of the proposals. Evaluations will be based on the criteria set forth below.

### **4.2 Technical Criteria**

The criteria to be applied to each technical proposal are as follows, listed in descending order of importance:

1. Offeror Technical Response to RFP Requirements. Responses to work requirements such as “concur” or “will comply” will receive a lower evaluation ranking than those Offerors who demonstrate they understand a work requirement and have a plan to meet or exceed it. (Ref. Section 3.4.2.3)
2. Corporate Experience, Capability and Past Performance (RFP Section 3.4.2.5)
3. Personnel Qualifications (RFP Section 3.4.2.6)
4. Work Plan and Estimated Hours (RFP Section 3.4.2.4)
5. Economic Benefit Factors (RFP Section 3.4.2.7)

### **4.3 Financial Criteria**

All qualified Offerors will be ranked from the lowest to the highest price based on the unit price proposed as shown in ATTACHMENT F. The total on the price sheet represents the actual unit price the State will pay for services described in the RFP Section 2.

### **4.4 Reciprocal Preference**

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.



## **4.5 Selection Procedures**

### **4.5.1 General Selection Process**

The contract will be awarded in accordance with the competitive sealed proposals process under Code of Maryland Regulations 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or an Offeror's proposal to be not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

### **4.5.2 Selection Process Sequence**

- A. The first level of review will be an evaluation for technical merit. During this review oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform, and to facilitate arrival at a contract that will be most advantageous to the State. For scheduling purposes, Offerors should be prepared to make an oral presentation and participate in discussions within two to four weeks of the delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.
- B. Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- C. The financial proposal of each Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.
- D. When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

## **4.6 Award Determination**

Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the contract to the responsible Offeror whose proposal is determined to be the most advantageous to the State considering technical evaluation factors and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical factors will be given greater weight than price factors.

## **ATTACHMENTS**

**ATTACHMENT A—CONTRACT.** This is the State’s contract. It is provided with the RFP for informational purposes and is not required at proposal submission time. However, it must be completed, signed and returned by the selected Offeror to the Procurement Officer expeditiously upon notification of proposed contract award.

**ATTACHMENT B—BID/PROPOSAL AFFIDAVIT.** This form must be completed and submitted with the Offeror’s technical proposal.

**ATTACHMENT C—CONTRACT AFFIDAVIT.** The Contract Affidavit is not required at proposals submission time. It must be submitted by the selected Offeror to the Procurement Officer within 5 working days of notification of proposed award.

**ATTACHMENT D—MINORITY BUSINESS ENTERPRISE PARTICIPATION.** This attachment and Attachments D-1 through D-6 explain the MBE program and forms submission requirements. The D-1 and D-2 are submitted with the Technical Proposal.

**ATTACHMENT E—PRE-PROPOSAL CONFERENCE RESPONSE FORM.** The State requests that this form be completed and submitted by those potential Offerors who plan on attending the conference.

**ATTACHMENT F—PRICE PROPOSAL INSTRUCTIONS AND FORM.** Price Proposal forms must be completed and submitted as the Financial Proposal.

**ATTACHMENT G—MARYLAND SALARY SCHEDULES**

**ATTACHMENT H—MARYLAND COLA HISTORY AND SALARY SCHEDULE ADJUSTMENTS**

**ATTACHMENT I—PROCUREMENT OFFICER’S CHECKLIST.** Used to as an aid to be certain all the components of the Technical Proposal are completed and submitted. Since the Procurement Officer uses the checklist to see if all required parts of the proposal are present at submission due date, an Offeror can use the checklist for the same purpose. The checklist will not be a part of the technical evaluation.

## ATTACHMENT A - CONTRACT

THIS CONTRACT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by and between \_\_\_\_\_ and the MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT.

IN CONSIDERATION of the promises and the covenants herein contained, the parties agree as follows:

### 1. Definitions

In this Contract, the following words have the meanings indicated:

1.1 “Contract” means this Contract for Salary and Benefits Comparative Survey.

1.2 “Contractor” means \_\_\_\_\_ whose principal business address is \_\_\_\_\_.

1.3 “Contract Manager” means the individual identified in section 1.6 of the RFP or a successor designated by the Department.

1.4 “Department” means the Maryland Department of Budget and Management.

1.5 “Financial Proposal” means the Contractor’s Financial Proposal and Best and Final Offer dated \_\_\_\_\_.

1.8 “Procurement Officer” means the individual identified in section 1.6 of the RFP or a successor designated by the Department.

1.9 “RFP” means the Request for Proposals for Salary and Benefits Comparative Survey No. 050B7800019 dated October 20, 2006.

1.10 “State” means the State of Maryland.

1.11 “Technical Proposal” means the Contractor’s Technical Proposal, dated \_\_\_\_\_.

### 2. Scope of Work

2.1 The Contractor shall perform a wage, salary and benefits survey and study, prepare survey reports, and provide consulting and testimonial support for the survey, all as more fully described in the RFP and Technical Proposal. These services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference:

Exhibit A - The RFP.

Exhibit B - The Technical Proposal.

Exhibit C - The Financial Proposal.

2.2 If there are any inconsistencies between this Contract and Exhibits A, B, and C, the terms of this Contract shall control. If there is any conflict among the Exhibits, Exhibit A shall control.

2.3 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under Article 8, Disputes. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

### **3. Time for Performance**

The Contractor shall begin providing services under this Contract on \_\_\_\_\_ or upon execution by the Department, whichever is later. Unless terminated earlier as provided in this Contract, the Contractor shall continue to provide services until April 30, 2008.

### **4 Consideration and Payment**

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of the RFP Section 2.6 and Exhibit C, Contractor's Financial Proposal. Except with the express written consent of the Procurement Officer, payment to the Contractor for the services required pursuant to this Contract shall not exceed \$\_\_\_\_\_ during the entire term of this Contract. The Contractor shall notify the Procurement Officer within 60 days of invoicing the not to exceed amount herein reflected.

4.2 Invoices must be provided in the format and on the schedule identified in the RFP. Each invoice must reflect the Contractor's federal tax identification number, which is \_\_\_\_\_. The Contractor's e-MarylandMarketplace identification number is \_\_\_\_\_. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited. The final payment

under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

4.3 In addition to any other available remedies if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer pursuant to this Contract

4.4 Electronic funds transfer will be used by the State to pay the Contractor for this Contract and any other State payments due Contractor unless the State's Comptroller Office grants the Contractor an exemption.

## **5. Rights to Records**

5.1 The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor for purposes of this Contract shall be the sole property of the Department and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract. Nothing in this Article 6 shall abrogate or transfer any intellectual property rights of the Contractor in its proprietary information related to its methodologies, methods of analysis, ideas, know-how, methods, techniques and skills possessed prior to this Contract.

5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, the works created and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created under this Contract are not works for hire for the Department, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

5.3 The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

5.4 The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

5.5 Upon termination of this Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

## **6. Confidentiality**

Subject to the Maryland Public Information Act and any other applicable laws, including the Health Insurance Portability and Accountability Act, the Maryland Confidentiality of Records Act and the implementing regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law and the confidentiality provisions of the RFP. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

## **7. Non-Hiring of Employees**

No official or employee of the State of Maryland as defined under State Government Article section 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract shall, during the pendency and term of this Contract and while serving as an official or employee of the State become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

## **8. Disputes**

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

## **9. Maryland Law**

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

## **10. Nondiscrimination in Employment**

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

## **11. Contingent Fee Prohibition**

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this Contract.

## **12. Nonavailability of Funding**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

## **13. Termination for Cause**

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of

the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

#### **14. Termination for Convenience**

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

#### **15. Delays and Extensions of Time**

The Contractor agrees to perform the work under this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

#### **16. Suspension of Work**

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

#### **17. Pre-Existing Regulations**

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

#### **18. Financial Disclosure**

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, which requires that every business that enters into contracts, leases, or other agreement with the State of Maryland or its agencies during a calendar year under which the business is to receive in the



aggregate \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

#### **19. Political Contribution Disclosure**

The Contractor shall comply with the Election Law Article, Sections 14-101 through 14-108, of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county or an incorporated municipality or their agencies, during a calendar year under which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

#### **20. Retention of Records**

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for six years after final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section.

#### **21. Compliance with Laws**

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

## **22. Cost and Price Certification**

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon by the parties, was inaccurate, incomplete, or not current.

## **23. Subcontracting; Assignment**

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of sections 7, and 9 through 22 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

## **24. Indemnification**

24.1 The Contractor shall indemnify the State against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

24.2 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

24.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

24.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

## **25. Administrative**

25.1 Procurement Officer. The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer and the Contract Manager. All matters

relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

25.2 Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State:           Arthur Merkle  
                                  State of Maryland  
                                  Department of Budget and Management  
                                  Office of Personnel Services & Benefits  
                                  301 W. Preston Street, Room 602  
                                  Baltimore, MD 21201

With copy to:  
DBM Procurement Office  
45 Calvert St.  
Annapolis, Md. 21401

If to the Contractor:

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IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

MARYLAND DEPARTMENT OF  
BUDGET AND MANAGEMENT

\_\_\_\_\_  
By:

\_\_\_\_\_  
By: Cecilia Januszkiewicz, Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Approved for form and legal  
sufficiency this \_\_\_\_\_ day  
of \_\_\_\_\_ 2006.

\_\_\_\_\_  
Assistant Attorney General

APPROVED BY BPW: \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(BPW Item #)

**ATTACHMENT B - BID/PROPOSAL AFFIDAVIT**

(Authorized Representative and Affiant)

**A. AUTHORIZED REPRESENTATIVE**

**I HEREBY AFFIRM THAT:**

I am the (title) \_\_\_\_\_ and the duly authorized representative of (business) \_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**B. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**C. AFFIRMATION REGARDING OTHER CONVICTIONS**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders or any of its employees directly involved in the business's contracting activities, has:

(1) Been convicted under state or federal statute of:

(a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud

Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of the Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

(8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Section B and subsections (1) through (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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#### D. AFFIRMATION REGARDING DEBARMENT

##### I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

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#### E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

##### I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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#### F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

#### G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

#### H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

#### I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

#### J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

#### I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs or alcohol;
  - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace;
    - (ii) The business' policy of maintaining a drug and alcohol free workplace;
    - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
  - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;
  - (h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
    - (i) Abide by the terms of the statement; and



- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
  - (i) Take appropriate personnel action against an employee, up to and including termination; or
  - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
  - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
  - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
  - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

#### K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

##### I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic \_\_\_\_ ) (foreign \_\_\_\_ ) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is (IF NOT APPLICABLE, SO STATE):

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

M. Repealed.

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Representative and Affiant)

<b>ATTACHMENT C - CONTRACT AFFIDAVIT</b>
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COMAR 21.07.01.25

**A. AUTHORIZED REPRESENTATIVE**

**I HEREBY AFFIRM THAT:**

I am the \_\_\_\_\_(title) and the duly authorized representative of \_\_\_\_\_(business)  
and that I possess the legal authority to make this Affidavit on behalf of myself and the business  
for which I am acting.

**B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

**I FURTHER AFFIRM THAT:**

(1) The business named above is a (domestic\_\_\_\_\_) (foreign\_\_\_\_\_) corporation  
registered in accordance with Corporations and Associations Article, Annotated Code of  
Maryland, and that it is in good standing and has filed all of its annual reports, together with  
filing fees, with the Maryland State Department of Assessments and Taxation, and that the name  
and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes  
due the State of Maryland and has filed all required returns and reports with Comptroller of the  
Treasury, the State Department of Assessments and Taxation, and the Department of Labor  
Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of  
Maryland prior to final settlement.

**C. CERTAIN AFFIRMATIONS VALID**

**I FURTHER AFFIRM THAT:**

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposals Affidavit dated\_\_\_\_\_, 20\_\_\_\_, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Authorized Representative and Affidavit)

## ATTACHMENT D - MINORITY BUSINESS ENTERPRISE PARTICIPATION

### State of Maryland DEPARTMENT OF BUDGET AND MANAGEMENT

#### **PURPOSE**

**COMAR 21.11.03** Provide maximum contracting opportunities be extended to certified minority business enterprises, and establishes.

The Prime Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the Minority Business Enterprise (MBE) goal stated in the Invitation for Bids (IFB) or Request for Proposals (RFP). MBE performance must be in accordance with this Exhibit, as authorized by Minority Business Enterprise Policies as set forth by 21.11.03 of the Code of Maryland Regulations (COMAR). Accordingly, the Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

To meet the goal using MBE subcontractors, all Prime Contractors must:

- ☐ Identify work areas for subcontracting
- ☐ Solicit minority business enterprises through written notice or personal contact
- ☐ Help minority businesses meet bonding requirements or grant them a waiver of bonding requirements
- ☐ Identify their MBE subcontractors at the time they submit their bids or proposals

#### **MBE GOALS AND SUB GOALS**



An MBE subcontract participation goal of 20% percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or Offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises

OR



An overall MBE subcontract participation goal of \_\_\_\_ percent of the total contract dollar amount has been established for this procurement. This dollar amount includes:

- ☐ A sub-goal of \_\_\_\_ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as women-owned businesses.
- ☐ A sub-goal of \_\_\_\_ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.

By submitting a response to this solicitation, the bidder or Offeror agrees that these dollar amounts of the contract will be performed by certified minority business enterprises as specified.

- ◆ A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors. (COMARS 21.11.03.09B(2))
- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

#### **SOLICITATION AND CONTRACT FORMATION**

- ◆ A bidder or Offeror must include with its bid or offer:
  - (1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or Offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
  - (2) A completed MBE Participation Schedule (Attachment D-2) whereby the bidder or Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission. The bidder or Offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.
    - a. **COMAR 21.11.03.09C(5). The failure of a bidder to complete and submit the MBE utilization affidavit and the MBE participation schedule shall result in a determination that the bid is not responsive.**
    - b. **COMAR 21.11.03.09C(6). The failure of an Offeror to complete and submit the MBE utilization affidavit and the MBE participation schedule shall result in a determination that the proposal is not susceptible of being selected for award.**
- ◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.
  - (1) Outreach Efforts Compliance Statement (Attachment D-3)
  - (2) Subcontractor Project Participation Statement (Attachment D-4)
  - (3) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any sub-goal as part of the previously submitted Attachment D-1, it must submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.
  - (4) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

**NOTE: If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the**

**apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.**

### **MBE REPORTING INSTRUCTIONS**

#### **Prime Contractor shall:**

1. Submit by the 15<sup>th</sup> of each month to the Department a separate report for each (Attachment D-5) Subcontractor. The report shall lists:
  - a) all payments made to the MBE subcontractor during the previous 30 days
  - b) **any unpaid invoices over 30 days old received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.**
2. Include in its written agreements with the MBE subcontractors as listed on the MBE Participation Schedule a requirement that those subcontractors submit monthly to the Department a report (**Attachment D-6**) that identifies the prime contract. The D-6 report shall lists:
  - a) all payments received from the Prime Contractor during the previous 30 days
  - b) any outstanding invoices to include number and date, and the invoice amount
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. **Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.**
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. **Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.**
5. At the option of the Procurement Agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

### **Attachments**

- D-1 Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with bid or offer)
- D-2 MBE Participation Schedule (must be submitted with bid or offer)

- D-3 Outreach Efforts Compliance Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D-4 Subcontractor Project Participation Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D-5 Prime Contractor Paid/Unpaid MBE Invoice Report (must be submitted monthly by the Prime Contractor)
- D-6 Subcontractor Paid/Unpaid MBE Invoice Report (must be submitted monthly by the MBE subcontractor)



**Attachment D-1**  
**Certified MBE Utilization and Fair Solicitation**  
**Affidavit**

**This document shall be included with the submittal of the bid or offer. If the bidder or Offeror fails to submit this form with the bid or offer, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award. (COMARS 21.11.03.09C(5) and 21.11.03.09C(6) )**

In conjunction with the bid or offer submitted in response to Solicitation No. 050B7800019, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 20% percent and, if specified in the solicitation, sub-goals of 0 percent for MBEs classified as African American-owned and 0 percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of \_\_\_\_\_% and request a waiver of the remainder of the goal. If I submit the apparent low bid or am selected as the apparent awardee (competitive sealed proposals), I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment D-2) with the bid or proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
  - (a) Outreach Efforts Compliance Statement (Attachment D-3)
  - (b) Subcontractor Project Participation Statement (Attachment D-4)
  - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
  - (d) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

If I am the apparent awardee, I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is

voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Bidder/Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

**SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**

**Attachment D-2**  
**MBE Participation Schedule**  
*(for submission with bid or proposal)*

**This document shall be included with the submittal of the bid or offer. If the bidder or Offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.**

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED**

**SUMMARY**

<b>TOTAL MBE PARTICIPATION:</b>	_____ %
<b>TOTAL WOMAN-OWNED MBE PARTICIPATION:</b>	_____ %
<b>TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:</b>	_____ %

Document Prepared By: (please print or type)

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**ATTACHMENT D-2**  
MBE Participation Schedule (continued)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	

**Attachment D-3**  
**Outreach Efforts Compliance**  
**Statement**

In conjunction with the bid or offer submitted in response to Solicitation No. 050B7800019, I state the following:

1. Bidder/ Offeror took the following efforts to identify subcontracting opportunities in these specific work categories:
  
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
  
3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs:
  
4. ☐ Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.  
(DESCRIBE EFFORTS)
  
- ☐ This project does not involve bonding requirements.
  
5. ☐ Bidder/Offeror did/did not attend the pre-bid/proposal conference  
☐ No pre-bid/proposal conference was held.

\_\_\_\_\_  
Bidder/Offeror Name

By: \_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT D-4**  
**Subcontractor Project Participation**  
**Statement**

**Submit one form for each MBE**  
**listed on the MBE Participation Schedule**

Provided that \_\_\_\_\_ is awarded the State contract in conjunction with  
(Prime Contractor Name)  
Solicitation No. 050B7800019, it and \_\_\_\_\_,  
(Subcontractor Name)

MDOT Certification No. \_\_\_\_\_, intend to enter into a contract by which subcontractor shall:

(describe work) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- ☐ No bonds are required of Subcontractor
- ☐ The following amount and type of bonds are required of Subcontractor:

By:

\_\_\_\_\_  
Prime Contractor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## ATTACHMENT D-5

**This form is to be completed monthly by the prime contractor.**

### Maryland Department of Budget and Management Minority Business Enterprise Participation Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____  Reporting Period (Month/Year): _____  <b>Report is due by the 15<sup>th</sup> of the month following the month the services were provided.</b>	Contract #: Contracting Unit: Contract Amount: MBE Subcontract Amt: Project Begin Date: Project End Date: Services Provided:
---	--

Prime Contractor:		Contact Person:																															
Address:																																	
City:		State:	ZIP:																														
Phone:	FAX:																																
Subcontractor Name:		Contact Person:																															
Phone:	FAX:																																
Subcontractor Services Provided:																																	
<b>List all payments made to MBE subcontractor named above during this reporting period:</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice#</u></th> <th style="width: 50%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="2"><b>Total Dollars Paid: \$</b></td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			<b>Total Dollars Paid: \$</b>		_____	<b>List dates and amounts of any outstanding invoices:</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice #</u></th> <th style="width: 50%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="2"><b>Total Dollars Unpaid: \$</b></td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			<b>Total Dollars Unpaid: \$</b>		_____
	<u>Invoice#</u>	<u>Amount</u>																															
1.																																	
2.																																	
3.																																	
<b>Total Dollars Paid: \$</b>		_____																															
	<u>Invoice #</u>	<u>Amount</u>																															
1.																																	
2.																																	
3.																																	
<b>Total Dollars Unpaid: \$</b>		_____																															

**\*\*If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.**

**\*\*Return one copy (hard or electronic) of this form to the following address (electronic copy with signature and date is preferred):**

MBE Officer  
 Department of Budget and Management  
 Procurement Unit  
 45 Calvert Street, 1<sup>st</sup> Floor  
 Annapolis, MD 21401  
[MBEOfficer@dbm.state.md.us](mailto:MBEOfficer@dbm.state.md.us)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT D-6**  
**Minority Business Enterprise Participation**  
**Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____  Reporting Period (Month/Year): _____  <b>Report is due by the 15<sup>th</sup> of the month following the month the services were performed.</b>	Contract # _____ Contracting Unit: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

MBE Subcontractor Name: _____																						
MDOT Certification #: _____																						
Contact Person: _____																						
Address: _____																						
City: _____	State: Maryland	ZIP: _____																				
Phone: _____	FAX: _____																					
<b>Subcontractor Services Provided:</b>																						
<b>List all payments received from Prime Contractor during reporting period indicated above.</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 60%;"><u>Invoice Amt</u></th> <th style="text-align: left;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1. _____</td><td>_____</td></tr> <tr><td>2. _____</td><td>_____</td></tr> <tr><td>3. _____</td><td>_____</td></tr> <tr> <td><b>Total Dollars Paid: \$</b> _____</td> <td></td> </tr> </tbody> </table>	<u>Invoice Amt</u>	<u>Date</u>	1. _____	_____	2. _____	_____	3. _____	_____	<b>Total Dollars Paid: \$</b> _____		<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 60%;"><u>Invoice Amt</u></th> <th style="text-align: left;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1. _____</td><td>_____</td></tr> <tr><td>2. _____</td><td>_____</td></tr> <tr><td>3. _____</td><td>_____</td></tr> <tr> <td><b>Total Dollars Unpaid: \$</b> _____</td> <td></td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1. _____	_____	2. _____	_____	3. _____	_____	<b>Total Dollars Unpaid: \$</b> _____	
<u>Invoice Amt</u>	<u>Date</u>																					
1. _____	_____																					
2. _____	_____																					
3. _____	_____																					
<b>Total Dollars Paid: \$</b> _____																						
<u>Invoice Amt</u>	<u>Date</u>																					
1. _____	_____																					
2. _____	_____																					
3. _____	_____																					
<b>Total Dollars Unpaid: \$</b> _____																						
Prime Contractor: _____ Contact Person: _____																						

**\*\*Return one copy (hard or electronic) of this form to the following address (electronic copy with signature and date is preferred):**

MBE Officer Department of Budget and Management Procurement Unit 45 Calvert Street, 1 <sup>st</sup> Floor Annapolis, MD 21401 <a href="mailto:MBEOfficer@dbm.state.md.us">MBEOfficer@dbm.state.md.us</a>
---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**ATTACHMENT E - PRE-PROPOSAL CONFERENCE RESPONSE FORM**

Project No. 050B7800019

Project Title: Salary and Benefits Comparative Survey

A Pre-proposal Conference will be held on November 6, 2006 at 10:00 AM local time at:

Baltimore State Office Complex  
201 W. Preston St.  
Conference Room, Lobby Level, Room L-3  
Baltimore, Md. 21201

Directions to the Pre-proposal meeting site: From I-95: Exit I-395 North, exit Martin Luther King (MLK) Blvd, continue north on MLK to Eutaw Street. Left on Eutaw Street, one block to right on Preston Street. One block to left to Public Parking Lot.

Please e-mail, Fax or return this form by 1:00 PM on November 2, 2006 advising whether or not you plan to attend this Conference.

E-mail or fax this form to the Procurement Officer:

Ms. Myloshia Robinson  
Office Phone: (410) 260-7338  
Fax: (410) 974-3274  
E-mail: mrobinso@dbm.state.md.us

Please indicate:

\_\_\_\_\_ Yes, the following representatives will be in attendance. Include e-mail or phone in the event we need to tell you about a last minute change:

1.

2.

3.

\_\_\_\_\_ No, we will not be in attendance.

\_\_\_\_\_  
Company/Firm/Vendor Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Contact Name

## ATTACHMENT F - PRICE PROPOSAL INSTRUCTIONS AND FORM

### Instructions:

In order to assist Offerors in the preparation of their price proposal and to comply with the requirements of this solicitation, Price Instructions and a Price Proposal Form have been prepared. Offerors shall submit their price proposal on the form in accordance with the instructions on the form and as specified herein. Do not alter the form or the price proposal may be rejected. The Price Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the proposed price.

Offerors are required to record the fully loaded price they are proposing for the listed item. The price form is used to evaluate the Offeror's Financial Proposal.

- A) The Unit Price must be clearly and correctly entered with dollars and cents, e.g., \$24.15
- B) The Unit Price must be the actual unit price the State shall pay for the proposed services per this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e. .344 shall be 34 and .345 shall be 35.
- D) Every blank in the price sheet shall be filled in.
- E) Except as instructed on the forms, nothing shall be entered on the forms that alters or proposes conditions or contingencies on the prices or percentages.
- F) The Offeror must record the specifications of equipment and/or services requested.

**ATTACHMENT F - PRICE PROPOSAL FORM**  
**for 050B7800019**

<b>HOURLY RATE PRICE FOR SERVICES AS DESCRIBED IN RFP SECTION 2</b>	
Hourly Rate Price Proposed	\$

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Phone # & Fax #

\_\_\_\_\_  
Company Tax ID #

## **ATTACHMENT G - MARYLAND SALARY SCHEDULES**

See next pages for schedules.

**ATTACHMENT H - MARYLAND COLA HISTORY AND SALARY SCHEDULE  
ADJUSTMENTS**

<b>FY1999-2007 MARYLAND COLA HISTORY OVERVIEW</b>				
<b>Fiscal Year</b>	<b>Action</b>			
<b>Year</b>	<b>Begins</b>	<b>Effective Date</b>	<b>COLA</b>	<b>Comments</b>
1999	7/1/1998	7/1/1998	\$900	+ 4% for MSP,NRP&PARK RANGERS ONLY
		1/1/1999	\$375	
2000	7/1/1999	7/1/1999		With the exception of EPP and Physicians, all other salary schedules in the Standard Salary Plan expanded from 6 to 16 steps.
		7/1/1999	\$638	+ 4% for MSP,NRP&PARK RANGERS ONLY
		1/1/2000	\$637	
2001	7/1/2000	11/15/2000	4.0%	
		1/1/2001		New Physician Schedule implemented
2002	7/1/2001	7/1/2001		With the exception of EPP and Physicians, all other salary schedules in the Standard Salary Plan expanded from 16 to 18 steps.
		7/1/2001	\$850	ONLY for MSP,NRP&PARK RANGERS STEPS I - S
		1/1/2002	4.0%	
2003	7/1/2002			<b>NO GENERAL INCREASE</b>
				NO INCREMENTS
				NO EPP MERIT INCREASES
2004	7/1/2003			<b>NO GENERAL INCREASE</b>
				NO INCREMENTS
				NO EPP MERIT INCREASES
2005	7/1/2004	7/1/2004	\$752	
		7/1/2004		Physician Salary Schedule expanded from 6 to 12 steps
2006	7/1/2005	7/1/2005	1.5%	
		7/1/2005		One Grade Salary Increase to the Deputy Fire Marshall and DOT Airport Firefighter Salary Schedules
2007	7/1/2006	7/1/2006		+2% for MSP, NRP, Deputy Fire Marshalls and Park Rangers
		7/1/2006	\$900	+9% for Police Officer schedule
			2%	For Employees earning less than \$45,000
			\$1,400	For Employees earning between \$45,000 and \$70,000
		7/1/2006		For Employees earning more than \$70,000
				Standard Salary Schedule expanded from 18 to 20 Steps
				Grades 1 through 4 removed from Standard Schedule
				Physician Salary Schedule expanded from 12 to 13 steps.

## ATTACHMENT I – PROCUREMENT OFFICER’S CHECKLIST

RFP	Requirement	Y/N	Remarks
3.2	Was Vol I sealed separately from Vol II but submitted simultaneously?		
3.2	Was an electronic version submitted in MS Word format for Vol I enclosed in the original copy of the Tech Proposal?		
3.2	Was the electronic media labeled with the RFP title/number, Offeror name and Vol I?		
3.3	Were separate volumes labeled Vol I—Technical Proposal and Vol II—Financial Proposal, in sealed packages bearing RFP title & number, name/address of Offeror, and closing date/time on outside of the packages? Were tech proposal pages numbered consecutively?		
3.4.1	Was there a letter, which transmitted the technical proposal, acknowledged the receipt of addenda, and did an individual authorized to commit the Offeror to the services and requirements of the RFP sign the letter?		
3.4.2	Were an unbound original and 4 cys in the envelope containing the tech proposals? Were tech proposals organized and numbered to match numbering in RFP?		
3.4.2.1	Did the technical proposal begin with a title page bearing the name and address of the Offeror and the name and number of the RFP followed by a table of contents for the tech proposal? Was confidential info identified after title page?		
3.4.2.2	Is there a separate executive summary, which condenses and highlights the contents of the technical proposal?		
3.4.2.2	Does the executive summary identify any exceptions the Offeror has taken to the requirements of the RFP, the contract (Atch A) or any other attachments? And if not, does the Executive Summary so state?		
3.4.2.3	Did Offeror address applicable Scope of Work requirements in the RFP?		
3.4.2.4	Did Offeror provide a Work Plan with tasks and hours?		
3.4.2.5	Does Experience/Capabilities/Past Performance info include company description, recent exp., org chart, resumes, MD contract history, and 3 references?		
3.4.2.6-.9	Did the Offeror submit personnel info (team/resumes, economic benefit factors, financial statements, and subcontractor info?		
3.4.2.10	Did the Offeror provide a completed Bid/Proposal Affidavit and MBE Forms D-1 and D-2? Were all the blocks filled in and were the Affidavits/Forms signed? Were MBEs MDOT certified and certification numbers on the D-2?		